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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 00258
Department of Veterans Affairs
Contracting Section (90C)

707 East 3rd Street
Big Spring TX 79720

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

☒ 52.232-34, Payment by Electronic Funds Transfer -
Other than Central Contractor Registration, or
☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐
b. Semi-Annually ☐
c. Other [Monthly in ARREARS]

4. GOVERNMENT INVOICE ADDRESS: All invoices from the contractor shall be mailed to the following address:

Department of Veterans Affairs
FMS-VA-FSC
PO Box 149971
Austin TX 78714-9971

ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE

B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes FAR 52.219-4 Notice of Price Evaluation Preference for HubZone Small Business Concerns. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

B.3 SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting commitments.

(End of Clause)

Solid Waste and Recycling Service for the New Mexico Veterans Affairs Health Care System

SECTION C – STATEMENT OF WORK

DESCRIPTION OF SERVICE: The Contractor shall provide Solid Waste and Recycling Service from both Government-owned and Contractor-owned Solid Waste Trash and Recycling Dumpsters at the New Mexico Veterans Affairs Health Care System (NMVAHCS). Service shall be furnished F.O.B. Destination, to the NMVAHCS, 1501 San Pedro Dr. SE, Albuquerque, NM 87108 for the base period of one (1) year with the Government's option to exercise four (4) additional one-year option periods.

DEFINITIONS:

(a) Solid Waste - The direct generation, collection, storage, transport, source separation, processing, treatment, recovery and disposal of solid waste, i.e., Trash, Garbage, and Recyclables.

(b) Trash – Non-recyclable materials, food-containing waste, such as paper, wrappings, cartons, metal, floor sweepings, dirt, tree trimmings and wood chips, place in containers, waste products, wastepaper, lumber, old wooden furniture, mattresses and other such items.

(c) Garbage - Coffee grounds, tea leaves, melon rinds, onion hulls, table scraps, and all waste products derived from the preparation of foods.

(d) Recyclables - Magazines, Phone Books, Cardboard, Office Paper, Newspaper, Tin, Plastic, Glass, Aluminum, etc. To eliminate the need for numerous containers, recyclable products are commingled, i.e., Magazines, Phone Books, Cardboard, Office Paper, Newspaper, Tin, Plastic, Glass, Aluminum, etc.

LOCATION, DUMPSTER SIZE, AND FREQUENCY OF SERVICE:

Trash and Garbage Pulls: Pick-up trash and garbage in the following designated areas. All Trash and Garbage Dumpsters are owner-furnished:

Container No.	Location	Container Size	*Frequency of Service
1	Building No. 1 - Behavioral Health	8 yard	2 times per week (W-F)
2	Building No. 3 - Canteen	8 yard	2 times per week (W-F)
3	Building No. 5 - Engineering	8 yard	3 times per week (M-W-F)
4	Building No. 6 - Engineering	4 yard	3 times per week (W-F)
5	Building No. 9 - Laundry	3 yard	3 times per week (M-W-F)
6	Building No. 10 - Research	8 yard	2 times per week (W-F)
7	Building No. 11 - CWT	4 yard	3 times per week (W-F)
8	Building No. 13 - Behavioral Health	8 yard	3 times per week (M-W-F)
9	Building No. 38 - Engineering	4 yard	2 times per week (W-F)
10	Building No. 41 - Main Hospital	8 yard	3 times per week (M-W-F)
11	Building No. 45 - SCI	8 yard	2 times per week (W-F)
12	Building No. 46 - Warehouse	8 yard	3 times per week (M-W-F)
13	Building No. 47 - KAFB Medical	8 yard	3 times per week (M-W-F)
14	Building No. 48 - KAFB Dental	8 yard	3 times per week (M-W-F)
15	Building No. 62 - Grounds	4 yard	3 times per week (M-W-F)

*M – Monday

*T – Tuesday

*W – Wednesday

*TH - Thursday

*F - Friday

B. Recyclable Pulls: Pick-up recyclables in the following designated areas. All Recyclable Dumpsters are to be Contractor-furnished:

Container No.	Location	Container Size	*Frequency of Service
1	Building No. 1 - Behavioral Health	6 yard	1 time per week (F)

2	Building No. 3 - Engineering	6 yard	1 time per week (F)
3	Building No. 5 - Engineering	8 yard	3 times per week (M- W-F)
4	Building No. 10 - Research	6 yard	1 time per week (F)
5	Building No. 41 - Main Hospital	8 yard	3 times per week (M- W-F)
6	Building No. 41 - Main Hospital	8 yard	3 times per week (M -W -F)
7	Building No. 41 - Main Hospital	8 yard	3 times per week (M- W -F)
8	Building No. 41 - Main Hospital	8 yard	3 times per week (M- W -F)
9	Building No. 45 - SCI	6 yard	1 time per week (F)
10	Building No. 46 - Warehouse	8 yard	3 times per week (M-W-F)

*M – Monday

*T - Tuesday

*W – Wednesday

*TH - Thursday

*F - Friday

3. **PERFORMANCE:** The Contractor shall perform service per the Schedule of Service and Price/Costs. The Contractor shall monitor the number of pulls monthly and make recommendations until the frequency of pick-ups meet the intent of the government to reduce the number of dumpster pull(s) and associated cost(s). The contractor shall meet the following performance requirements:

- a. **Size and Type of Containers:** The Contractor-Furnished Containers shall meet the approximate cubic yardage (cubic meters) where specified under Item No. 2 for each location. Contractor furnished containers for recycling dumpsters must be FULLY ENCLOSED WITH PLASTIC COVERS. Contractor-Furnished Containers shall be labeled with “recycling” nomenclature accordingly.
- b. **Disposal:** The contractor shall be required to dispose of the solid waste and recyclable material in such a manner as not to cause conditions detrimental to public health or to constitute a public nuisance. Materials shall be disposed of at a licensed site selected by the contractor. The contractor shall assume full responsibility for compliance with all federal, state, city and county laws, rules and regulations governing removal of solid waste and recyclable materials.
- c. **Sanitary Conditions:** Cleaning and sanitizing of all Contractor-Furnished Containers are to be performed as needed. Any material scattered by the contractor on the NMVAHCS grounds must be recovered and removed during the pick-up. Contractor-Furnished Containers that reflect an unsightly appearance must be removed and replaced by the contractor. Mechanical maintenance and painting of the Contractor-Furnished Containers are the responsibility of the contractor. All Contractor-Furnished Containers for recycling materials must be rat proof, leak proof, fire retardant and showing a neat and orderly appearance, free from rust and excessive dents. All repairs shall be taken care of the next business day unless other arrangements are made with the COR.

4. **REPORTING (During Normal Working Hours):** The COR shall coordinate with the Contractor to schedule additional pick-up of the Solid Waste and Recyclable Dumpsters between the hours of 7:00 a.m. and 3:30 p.m. Monday thru Friday if necessary or required because of accessibility or construction issues.

5. **REPORTING (During Other Than Normal Working Hours):** The contractor shall schedule to pick-up the Solid Waste and Recyclable Dumpsters between the hours of 5:00 a.m. and 7:00 a.m. Monday thru Friday.

6. **CONTRACTOR’S SERVICE REPORT:** The contractor shall maintain a running log of number of pulls and provide the quantity to the GEMS Coordinator upon request. The service report shall include the following information:

- (a) Company Name

- (b) Contact Telephone Number
- (c) Date of Service
- (d) Location of Pick-up
- (e) Type of Service (Trash or Recyclable)
- (f) Weight of Pick-up (Trash or Recyclable)

7. **SERVICE CALLS:** Contractor shall provide in the space below, the name, location, and telephone number of the office where service calls are to be placed:

Name: _____

Address: _____

Telephone: _____

Point of Contact: _____

8. **GOVERNMENT HOLIDAYS:** Services shall be performed the first business day (Monday thru Friday) on the following National holidays unless the contractor does not celebrate the holiday the service will be as scheduled:

New Year's Day	January 1 st
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in November
Columbus Day	Second Monday in December
Veterans Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 th

When a holiday falls on a Sunday, the following Monday shall be observed as a legal holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a legal holiday by U.S. Government agencies. Also included, would be any other day specifically declared by the President of the United States of America to be a National Holiday.

9. **ADDITIONAL AND/OR DELETE SERVICE:** Contractor shall provide Additional and/or Delete service as directed by the COR due to an unforeseen or scheduled influx of trash or recyclable material. The COR shall notify the Contractor for additional pick-ups at least 24-hours in order for the contractor to have enough time to schedule the additional pick-up(s). The Contractor shall provide a cost for Additional and/or Delete service to provide a commercial size dumpster or dumpsters. Additional and/or Delete service shall be included in the monthly invoice within the month when the Additional and/or Delete service was provided. The invoice shall reflect the Additional and/or Delete service in a separate line item for each type of service performed per the schedule of Service and Price/Costs. The NMVAHCS reserves the right to change the frequency and location(s) of the pick-ups during the course of this contract as it sees fit. The Contractor shall make the necessary adjustment to the scheduled pick-ups and invoice accordingly.

10. **SAFETY STANDARDS:** Contractor shall take such safety precautions as the CO or his designee may determine to be reasonably necessary to protect the property, lives, and the health of the occupants of the facility. The CO, or his designee, shall notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. After receipt of such notice, the Contractor shall immediately correct the conditions to which attention has been directed. Such notice, when served on the Contractor or his representative at the site of work, shall be deemed sufficient for the purposes aforesaid. If the Contractor fails or refuses to comply promptly, the CO may issue a stop-work order for all or any part of the work and hold the Contractor in default as provided elsewhere in this contract.

11. PROTECTION FROM DAMAGE: The Contractor shall provide all labor, materials and equipment necessary to protect personnel, furnishings, equipment and buildings from damage; Contractor shall remove and replace the dumpsters at the same dedicated location unless as directed by the COR. The COR shall coordinate with the contractor whenever there is a need to relocate the dumpsters due to on-going construction, accessibility issues, or changes in facility configuration.

12. MISUSE OR ABUSE: Service calls required due to damage, accident, misuse, and/or abuse determined to be through the fault or negligence of the Government, shall not be the responsibility of the Contractor and shall require issuance of a contract modification. Contractor shall be required to submit an estimate of any work to be performed due to damage, accident, misuse or abuse. This estimate is to be submitted to the COR who, in coordination with the CO, shall determine if such work is economically feasible or not. Any work required under these circumstances shall not be performed without the approval of the Contracting Officer.

The determination as to whether the Government was negligent shall be made by mutual agreement between the Contractor and CO, based on evidence presented. However, the decision of the CO shall be final. Disagreements thereafter shall be settled in accordance with the Disputes Clause.

13. INSURANCE REQUIREMENTS:

a. The Contractor agrees to procure and maintain, while the contract is in effect, Workers Compensation and Employee's Public Liability Insurance in accordance with the laws of the governing state.

b. Public Liability Insurance:

(1) The Contractor shall comply with all applicable Federal and State laws with regard to liability arising or resulting from injury to or death of an employee in performing the work under this contract and shall save and hold the Government harmless against any or all loss, cost, damage, claim expense or liability whatsoever, because of accident or injury to persons or property of others occurring in the performance of this contract.

(2) The Contractor shall be responsible for all damage to property, which may be done by him, or any employee engaged in the performance of this contract.

c. Before commencing work under this contract, the Contractor shall furnish certification from his insurance company indicating that the coverage outlined in paragraphs (a) and (b) has been obtained and that it may not be changed or canceled without guaranteed thirty (30) day notice to the Contracting Officer. The Contracting Officer may waive the requirement if he determines that insurance certifications now on file are acceptable, however, new certifications shall be furnished prior to the expiration date.

14. TECHNICAL SUPPORT: The Contractor shall provide unlimited technical support via telephone, e-mail, and/or fax. This service does not involve Contractor connection of one or more contractor-owned IT devices (such as laptop computer or remote connection from a contractor system) to a VA internal trusted (i.e., non-public network) therefore Information Technology (IT) Security certification and accreditation (authorization) (C&A) requirements do not apply per VA Handbook 6500.6.

15. BADGES: Contractor personnel shall wear I.D. badges or have an acceptable federal ID with them during the entire time he/she is on Government property. I.D. badges must have an identification picture and shall state the name of the individual and the company he/she represents.

16. SMOKING: Smoking is not permitted within, or around, the VA Healthcare System facilities, except in designated areas.

17. **PARKING:** It is the responsibility of the Government to ensure the Contractor has clear access to the Trash and Recycling Dumpsters. The Contractor shall notify the COR within four (4) hours after the scheduled pick-up if accessibility is hindered in any form or fashion that prevents the Contractor from accessing the dumpsters.

18. **INVOICE AND PAYMENT:** Payment to be made monthly, in arrears, following satisfactory completion of service and upon receipt of a properly prepared invoice. Contractor shall submit invoice in the original, addressed to:

Department of Veterans Affairs
Financial Services Center
P.O. Box 149971
Austin, TX 78714
(877) 353-9791

The invoice **MUST** be itemized to include the following information. Any information listed below, and not provided on an invoice, shall render that invoice incomplete and the invoice shall be returned for immediate correction.

- a. Time period being invoiced for.
- b. Description of services performed.
- c. Unit Cost billed.
- d. Extended amount due.
- e. Invoice number, date, and;
- f. Contract numbers.
- g. Purchase Order (PO) number

QUALITY ASSURANCE SURVEILLANCE PLAN

Task	Standard	Acceptable Quality Level	Surveillance Method
Pick-up and Dispose Solid Waste	Contractor to pick-up Trash Dumpsters per Schedule.	It is acceptable for the Contractor not to pick up the Trash Dumpsters whenever or if the dumpsters are not accessible due to staff or contractors parking in front of the dumpsters. However the COR must be made aware within four (4) hours of the scheduled pick up in order for the COR to address the blockage in order for the dumpsters to be accessible the next scheduled time.	Staff or Contractor to contact Environmental Engineer if the Trash Dumpsters are not or cannot be picked up.
Pick-up and Recycle Solid Waste	Contractor to pick-up Recyclable Dumpsters per schedule.	It is acceptable for the Contractor not to pick up the Trash Dumpsters whenever or if the dumpsters are not accessible due to staff or contractors parking in front of the dumpsters. However the COR must be made aware within four (4) hours of the scheduled pick up in order for the COR to address the blockage in order for the dumpsters to be accessible the next scheduled time.	Staff or Contractor to contact Environmental Engineer if the Recyclable Dumpsters are not or cannot be picked up.

The COR shall meet with the Contractor semi-annually or as needed to assess performance and shall provide a written assessment.

B.4 Price/Cost Schedule

Item Information

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Year: September 27, 2013 through September 26, 2014 - Trash Removal Service	12.00	MO		
0002	Base Year: September 27, 2013 through September 26, 2014 - Recyclable Removal Service	12.00	MO		
0003	Base Year: September 27, 2013 through September 26, 2014 - Additional pick-up of 3-cubic yard trash dumpsters, if needed	1.00	EA		
0004	Base Year: September 27, 2013 through September 26, 2014 - Additional pick-up of 4-cubic yard trash dumpsters, if needed	1.00	EA		
0005	Base Year: September 27, 2013 through September 26, 2014 - Additional pick-up of 6-cubic yard trash dumpsters, if needed	1.00	EA		
0006	Base Year: September 27, 2013 through September 26, 2014 - Additional pick-up of 8-cubic yard trash dumpsters, if needed	1.00	EA		
0007	Base Year: September 27, 2013 through September 26, 2014 - Additional pick-up of 8-cubic yard recycle dumpsters, if needed	1.00	EA		
0008	Base Year: September 27, 2013 through September 26, 2014 - Additional pick-up of 32-cubic yard trash dumpsters, if needed	1.00	EA		
0009	Base Year: September 27, 2013 through September	1.00	EA		

	26, 2014 - Additional pick-up of 32-cubic yard recycle dumpsters, if needed				
1001	Option Year 1: September 27, 2014 through September 26, 2015 - Trash Removal Service	12.00	MO		
1002	Option Year 1: September 27, 2014 through September 26, 2015 - Recycable Removal Service	12.00	MO		
1003	Option Year 1: September 27, 2014 through September 26, 2015 - Additional pick-up of 3-cubic yard trash dumpster, if needed	1.00	EA		
1004	Option Year 1: September 27, 2014 through September 26, 2015 - Additional pick-up of 4-cubic yard trash dumpster, if needed	1.00	EA		
1005	Option Year 1: September 27, 2014 through September 26, 2015 - Additional pick-up of 6-cubic yard trash dumpster, if needed	1.00	EA		
1006	Option Year 1: September 27, 2014 through September 26, 2015 - Additional pick-up of 8-cubic yard trash dumpster, if needed	1.00	EA		
1007	Option Year 1: September 27, 2014 through September 26, 2015 - Additional pick-up of 8-cubic yard recycle dumpster, if needed	1.00	EA		
1008	Option Year 1: September 27, 2014 through September 26, 2015 - Additional pick-up of 32-cubic yard trash dumpster, if needed	1.00	EA		
1009	Option Year 1: September 27, 2014 through September 26, 2015 - Additional pick-up of 32-	1.00	EA		

	cubic yard recycle dumpster, if needed				
2001	Option Year 2: September 27, 2015 through September 26, 2016 - Trash Removal Service	12.00	MO		
2002	Option Year 2: September 27, 2015 through September 26, 2016 - Recyclable Removal Service	12.00	MO		
2003	Option Year 2: September 27, 2015 through September 26, 2016 - Additional pick up of 3- cubic yard trash dumpster	1.00	EA		
2004	Option Year 2: September 27, 2015 through September 26, 2016 - Additional pick up of 4- cubic yard trash dumpster	1.00	EA		
2005	Option Year 2: September 27, 2015 through September 26, 2016 - Additional pick up of 6- cubic yard trash dumpster	1.00	EA		
2006	Option Year 2: September 27, 2015 through September 26, 2016 - Additional pick up of 8- cubic yard trash dumpster	1.00	EA		
2007	Option Year 2: September 27, 2015 through September 26, 2016 - Additional pick up of 8- cubic yard recycle dumpster	1.00	EA		
2008	Option Year 2: September 27, 2015 through September 26, 2016 - Additional pick up of 32- cubic yard trash dumpster	1.00	EA		
2009	Option Year 2: September 27, 2015 through September 26, 2016 - Additional pick up of 32- cubic yard recycle dumpster	1.00	EA		
3001	Option Year 3: September 27, 2016 through September 26, 2017 - Trash Removal Service	12.00	MO		
3002	Option Year 3: September	12.00	MO		

	27, 2016 through September 26, 2017 - Recyclable Removal Service				
3003	Option Year 3: September 27, 2016 through September 26, 2017 - Additional pick-up of 3- cubic yard trash dumpster, if needed	1.00	EA		
3004	Option Year 3: September 27, 2016 through September 26, 2017 - Additional pick-up of 4- cubic yard trash dumpster, if needed	1.00	EA		
3005	Option Year 3: September 27, 2016 through September 26, 2017 - Additional pick-up of 6- cubic yard trash dumpster, if needed	1.00	EA		
3006	Option Year 3: September 27, 2016 through September 26, 2017 - Additional pick-up of 8- cubic yard trash dumpster, if needed	1.00	EA		
3007	Option Year 3: September 27, 2016 through September 26, 2017 - Additional pick-up of 8- cubic yard recycle dumpster, if needed	1.00	EA		
3008	Option Year 3: September 27, 2016 through September 26, 2017 - Additional pick-up of 32- cubic yard trash dumpster, if needed	1.00	EA		
3009	Option Year 3: September 27, 2016 through September 26, 2017 - Additional pick-up of 32- cubic yard recycle dumpster, if needed	1.00	EA		
4001	Option Year 4: September 27, 2017 through September 26, 2018 - Trash Removal Service	12.00	MO		
4002	Option Year 4: September 27, 2017 through September 26, 2018 -	12.00	MO		

	Recyclable Removal Service				
4003	Option Year 4: September 27, 2017 through September 26, 2018 - Additional pick-up of 3-cubic yard trash dumpster, if needed	1.00	EA		
4004	Option Year 4: September 27, 2017 through September 26, 2018 - Additional pick-up of 4-cubic yard trash dumpster, if needed	1.00	EA		
4005	Option Year 4: September 27, 2017 through September 26, 2018 - Additional pick-up of 6-cubic yard trash dumpster, if needed	1.00	EA		
4006	Option Year 4: September 27, 2017 through September 26, 2018 - Additional pick-up of 8-cubic yard trash dumpster, if needed	1.00	EA		
4007	Option Year 4: September 27, 2017 through September 26, 2018 - Additional pick-up of 8-cubic yard recycle dumpster, if needed	1.00	EA		
4008	Option Year 4: September 27, 2017 through September 26, 2018 - Additional pick-up of 32-cubic yard trash dumpster, if needed	1.00	EA		
4009	Option Year 4: September 27, 2017 through September 26, 2018 - Additional pick-up of 32-cubic yard recycle dumpster, if needed	1.00	EA		
				GRAND TOTAL	

B.5 Delivery Schedule

ITEM NUMBER	QUANTITY	DELIVERY DATE
-------------	----------	---------------

0001	12.00
0002	12.00
0003	1.00
0004	1.00
0005	1.00
0006	1.00
0007	1.00
0008	1.00
0009	1.00
1001	12.00
1002	12.00
1003	1.00
1004	1.00
1005	1.00
1006	1.00
1007	1.00
1008	1.00
1009	1.00
2001	12.00
2002	12.00
2003	1.00
2004	1.00
2005	1.00
2006	1.00
2007	1.00
2008	1.00
2009	1.00
3001	12.00
3002	12.00
3003	1.00
3004	1.00
3005	1.00
3006	1.00
3007	1.00

3008	1.00
3009	1.00
4001	12.00
4002	12.00
4003	1.00
4004	1.00
4005	1.00
4006	1.00
4007	1.00
4008	1.00
4009	1.00

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2012)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies(or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;

- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.-*

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to

officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
 - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
 - (3) The clause at 52.212-5.
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
 - (5) Solicitation provisions if this is a solicitation.
 - (6) Other paragraphs of this clause.
 - (7) The Standard Form 1449.
 - (8) Other documents, exhibits, and attachments
 - (9) The specification.
- (t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of Clause)

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

☒ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

☐ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).

☐ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

☐ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole Source Award (NOV 2011) (15 U.S.C. 657a).

☒ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (11) [Reserved]

☐ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).

☐ (15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (iv) Alternate III (JUL 2010) of 52.219-9.

☐ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

☐ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

☐ (18) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

☐ (ii) Alternate I (June 2003) of 52.219-23.

☐ (20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

☒ (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C. 632(a)(2)).

☐ (24) 52.219–29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).

☐ (25) 52.219–30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).

☒ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☐ (27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

☒ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

☒ (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

☒ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

☒ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

☒ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

☐ (ii) Alternate I (DEC 2007) of 52.223-16.

☒ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (39) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

☐ (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (MAR 2012) of 52.225-3.

☐ (iii) Alternate II (MAR 2012) of 52.225-3.

☐ (iv) Alternate III (NOV 2012) of 52.225-3.

[X] (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[] (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[] (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (47) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

[X] (48) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

[] (49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

[] (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[] (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

[] (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[X] (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

[X] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class

Monetary Wage-Fringe Benefits

[X] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

[] (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

[X] (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

[] (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

[] (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JUL 2012)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

C.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

C.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor by the first day of each fiscal year of the Government or within 60 days after funds for that fiscal year become available, whichever date is later; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years 6 months.

(End of Clause)

C.5 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of Clause)

C.6 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

C.7 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

(a) *Definitions.* As used in this clause—

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

- (1) Awards made to foreign vendors for work performed outside the United States;
- (2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;
- (3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;
- (4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or
- (5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

C.8 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of New Mexico. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

C.9 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oal/library/vaar/>

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR	APR 1984

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Price
Technical
Past Performance

Technical and past performance, when combined, are equal to price.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

PROPOSAL EVALUATION – Lowest Price Technically Acceptable (LPTA)

In accordance with FAR 15.101-2, *Lowest Price Technically Acceptable Source Selection Process*, the Government will award a contract resulting from this solicitation to the responsible offeror whose offer, conforms to the solicitation, will be most advantageous to the Government, price and other factors considered.

The proposals will be evaluated on the basis of the evaluation factors listed below. The technical area will be evaluated on an "acceptable" or "unacceptable" basis. Only those contractors determined to be technically acceptable will be evaluated on price. The following areas will be evaluated:

- (a) Technical - (acceptable/unacceptable)
- (b) Price - Total price reasonableness and completeness

TECHNICAL ACCEPTABILITY

Technical Acceptability will be evaluated on an acceptable/unacceptable basis. The Technical Evaluation Team will rate the technical proposals according to the chart listed below:

DEFINITION	RATING
Passes (or meets) minimum standard requirements	Acceptable
Fails to meet minimum standard requirements	Unacceptable

If a contractor's technical proposal is determined to be unacceptable, the offeror will be excluded from further consideration and will not be considered for award.

Each proposal receiving an acceptable technical rating will then be evaluated based on its price.

Note - For an offer to be determined "acceptable", all evaluation factors identified below must be determined acceptable.

All proposals will be evaluated using the following evaluation factors:

1. PRICE: Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors.

Options: The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

2. TECHNICAL: Proposals will be evaluated on the basis of soundness and workability of the proposed technical approach, a demonstrated understanding of the requirement of the SOW, and the validity of the proposed methodology for waste removal.

a. Key Personnel - Proposals shall provide the educational background, directly related work experience, and demonstrated performance record of the proposed key personnel.

b. Licenses and Permits - *Provide the following submissions:*

(1) Current list of drivers along with training, licences and certifications allowing the contractor or subcontractor to perform this service.

(2) List of all transfer stations, treatment, storage and disposal facilities (TSDFs), including incineration, wastewater and sludge treatment facilities, which shall be utilized during this contract; to include the capacity of these facilities and the waste codes for the waste streams they are permitted to accept by treatment technology. Address, phone number and other contact information shall be provided.

(3) Copy of Operator permit(s)

(4) Certificates of training and experience of staff and/or personnel who will perform site work under this contract (all technicians that will work on NMVAHCS premises will be expected to have received at least the minimum training required by law as specified in 29CFR 1910-120, 40 CFR Parts 260-265 and 49 CFR Parts 171-178.

(5) A copy of US EPA identification number(s) certificate for each business entity operated by the contractor that will provide service regarding any aspect of the NMVAHCS waste disposal program (i.e. storage, transfer, incinerator sites).

(6) Written acknowledgement of responsibility for acquisition of all applicable business licenses and permits required by law. Contractor shall certify that it acknowledges and is in possession of all required business licenses and permits.

(7) A plan describing Standard Operating Procedures (SOP's) that will be followed while conducting normal waste management activities. The contractor shall describe:

- (a) Site safety and contingency procedures (e.g. spill management).
- (b) Operational procedures and site management structure.
- (c) Supplies and equipment practices.
- (d) Material sampling procedures.
- (e) Hazard assessment and categorization procedures.

- (f) Packing procedures.
 - (g) Quality assurance and quality control procedures to ensure materials are properly identified, categorized, and packaged, and paperwork is properly completed.
 - (h) Procedures for gaining waste acceptance into a transfer/ disposal facility.
 - (i) Contractor and project management procedures.
- (8) Provide the following information regarding the hazardous waste fleet owned and operated by the contractor:
- (a) Basic description of transportation services offered and capabilities.
 - (b) Fleet description of number, types, and ages of vehicles.
 - (c) Description of service and maintenance programs.
 - (d) Types of materials licensed to haul.
 - (e) Latest DOT or MCS rating (include a copy of the last inspection).
 - (f) The DOT/CHP compliance record.
 - (g) Description of driver qualifications including training programs, and experience.
 - (h) Provide evidence that background checks have been performed on all employees that will perform any duties under this contract.
- (9) A detailed Site Safety Plan, which will be used to ensure that workers and nearby population will be adequately protected during packaging and removal operations.
- (10) Information identifying any proposed subcontractors and identifying services to be performed by the subcontractors. Contractor must submit evidence that subcontractor is qualified and legally able to provide services
- (11) A list of names, titles, addresses, telephone numbers (including cellular), pager/beeper numbers, facsimile numbers and e-mail addresses of key managers, supervisors, customer service and field service personnel performing under this contract.
- (12) A single point of contact for the NMVAHCS with backup.

3. PAST PERFORMANCE: Provide a minimum of three (3) current or past contracts (no more than three years), successfully completed, which are similar in scope to the current solicitation.

- a. Identify contract number, type of work done, contract type and dollar value. Provide name and telephone number for a point of contact, or the Contracting Officer's Representative, if a NMVAHCS/Government contract.
- b. Describe the corporate experience that demonstrates proficiency in waste disposal and recycling capabilities. Provide a brief description of the work effort demonstrating how the referenced contract relates to the proposed effort.

Offerors may submit their proposals electronically or in hard copy. Proposals will be submitted individually as follows:
Technical Submittal
Past Performance Submittal
Price Submittal

HARD COPY - 3 sets of each submittal - unbound
ELECTRONICALLY - 3 separate attachments (PDF format):

The Project Title, solicitation number (VA258-13-R-0957) and closing date shall be identified on all submittals.

E.2 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (DEC 2012)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision--

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"--

- (1) Means a small business concern--
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned--

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website access through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

- (1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is, [] is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It [] is, [] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-- Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(11) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) *Previous contracts and compliance.* The offeror represents that--

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that--

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani,

Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

[List as necessary]

(4) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made, designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country, end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed End Product

Listed Countries of Origin

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror ☐ does ☐ does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that--

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212–3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)

E.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

(End of Provision)

E.4 52.233-2 SERVICE OF PROTEST (SEP 2006)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:

Department of Veterans Affairs
Contracting Section (90C)

707 East 3rd Street
Big Spring TX 79720

Mailing Address:

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

E.5 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database. (<http://www.VetBiz.gov>).

(c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<http://www.vetbiz.gov>).

(End of Provision)

E.6 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

(a) Any protest filed by an interested party shall:

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;

- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
 - (5) Specifically request a ruling of the individual upon whom the protest is served;
 - (6) State the form of relief requested; and
 - (7) Provide all information establishing the timeliness of the protest.
- (b) Failure to comply with the above may result in dismissal of the protest without further consideration.
- (c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,
Risk Management Team, Department of Veterans Affairs
810 Vermont Avenue, N.W.
Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management
811 Vermont Avenue, N.W.
Washington, DC 20420

E.7 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

E.8 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)

The Government intends to evaluate proposals and award a contract without exchanges with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct exchanges if later determined by the contracting officer to be necessary.

(End of Provision)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.217-3	EVALUATION EXCLUSIVE OF OPTIONS	APR 1984

WD 05-2361 (Rev.-14) was first posted on www.wdol.gov on 06/25/2013

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 | WASHINGTON D.C. 20210

Wage Determination No.: 2005-2361
 Diane C. Koplewski Division of | Revision No.: 14
 Director Wage Determinations | Date Of Revision: 06/19/2013

State: New Mexico

Area: New Mexico Counties of Bernalillo, Catron, Cibola, Colfax, De Baca,
 Guadalupe, Harding, Los Alamos, McKinley, Mora, Rio Arriba, San Juan, San
 Miguel, Sandoval, Santa Fe, Socorro, Taos, Torrance, Valencia

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	13.01	
01012 - Accounting Clerk II	14.60	
01013 - Accounting Clerk III	16.33	
01020 - Administrative Assistant	18.17	
01040 - Court Reporter	18.61	
01051 - Data Entry Operator I	11.03	
01052 - Data Entry Operator II	13.44	
01060 - Dispatcher, Motor Vehicle	15.56	
01070 - Document Preparation Clerk	13.86	
01090 - Duplicating Machine Operator	13.86	
01111 - General Clerk I	11.35	
01112 - General Clerk II	12.39	
01113 - General Clerk III	13.90	
01120 - Housing Referral Assistant	16.74	
01141 - Messenger Courier	9.98	
01191 - Order Clerk I	11.33	
01192 - Order Clerk II	12.91	
01261 - Personnel Assistant (Employment) I	13.80	
01262 - Personnel Assistant (Employment) II	15.44	
01263 - Personnel Assistant (Employment) III	17.22	
01270 - Production Control Clerk	21.06	
01280 - Receptionist	11.02	
01290 - Rental Clerk	12.25	
01300 - Scheduler, Maintenance	13.42	
01311 - Secretary I	13.42	
01312 - Secretary II	15.01	
01313 - Secretary III	16.74	
01320 - Service Order Dispatcher	14.08	
01410 - Supply Technician	18.60	
01420 - Survey Worker	14.01	
01531 - Travel Clerk I	11.82	
01532 - Travel Clerk II	12.76	
01533 - Travel Clerk III	13.57	
01611 - Word Processor I	11.91	

01612 - Word Processor II	13.37
01613 - Word Processor III	14.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.06
05010 - Automotive Electrician	18.12
05040 - Automotive Glass Installer	15.82
05070 - Automotive Worker	15.82
05110 - Mobile Equipment Servicer	13.50
05130 - Motor Equipment Metal Mechanic	17.99
05160 - Motor Equipment Metal Worker	15.82
05190 - Motor Vehicle Mechanic	18.12
05220 - Motor Vehicle Mechanic Helper	13.62
05250 - Motor Vehicle Upholstery Worker	15.82
05280 - Motor Vehicle Wrecker	15.82
05310 - Painter, Automotive	17.19
05340 - Radiator Repair Specialist	15.82
05370 - Tire Repairer	11.49
05400 - Transmission Repair Specialist	17.99
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.60
07041 - Cook I	9.75
07042 - Cook II	11.64
07070 - Dishwasher	7.89
07130 - Food Service Worker	9.36
07210 - Meat Cutter	16.07
07260 - Waiter/Waitress	7.80
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.65
09040 - Furniture Handler	11.44
09080 - Furniture Refinisher	14.65
09090 - Furniture Refinisher Helper	12.45
09110 - Furniture Repairer, Minor	13.85
09130 - Upholsterer	14.65
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.11
11060 - Elevator Operator	9.11
11090 - Gardener	14.29
11122 - Housekeeping Aide	9.73
11150 - Janitor	9.73
11210 - Laborer, Grounds Maintenance	10.39
11240 - Maid or Houseman	8.48
11260 - Pruner	8.88
11270 - Tractor Operator	13.22
11330 - Trail Maintenance Worker	10.39
11360 - Window Cleaner	11.39
12000 - Health Occupations	
12010 - Ambulance Driver	15.94
12011 - Breath Alcohol Technician	18.04
12012 - Certified Occupational Therapist Assistant	25.32
12015 - Certified Physical Therapist Assistant	21.02
12020 - Dental Assistant	14.93
12025 - Dental Hygienist	36.30
12030 - EKG Technician	26.19
12035 - Electroneurodiagnostic Technologist	26.19

12040 - Emergency Medical Technician	15.94	
12071 - Licensed Practical Nurse I	18.73	
12072 - Licensed Practical Nurse II	20.92	
12073 - Licensed Practical Nurse III	23.32	
12100 - Medical Assistant	13.10	
12130 - Medical Laboratory Technician	18.44	
12160 - Medical Record Clerk	13.62	
12190 - Medical Record Technician	15.65	
12195 - Medical Transcriptionist	14.42	
12210 - Nuclear Medicine Technologist	36.03	
12221 - Nursing Assistant I	10.38	
12222 - Nursing Assistant II	11.67	
12223 - Nursing Assistant III	12.74	
12224 - Nursing Assistant IV	14.29	
12235 - Optical Dispenser	14.29	
12236 - Optical Technician	14.53	
12250 - Pharmacy Technician	14.09	
12280 - Phlebotomist	14.29	
12305 - Radiologic Technologist	26.71	
12311 - Registered Nurse I	25.39	
12312 - Registered Nurse II	31.06	
12313 - Registered Nurse II, Specialist	31.06	
12314 - Registered Nurse III	37.58	
12315 - Registered Nurse III, Anesthetist	37.58	
12316 - Registered Nurse IV	45.04	
12317 - Scheduler (Drug and Alcohol Testing)	20.31	
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	17.35	
13012 - Exhibits Specialist II	21.18	
13013 - Exhibits Specialist III	25.33	
13041 - Illustrator I	16.10	
13042 - Illustrator II	19.95	
13043 - Illustrator III	23.03	
13047 - Librarian	22.91	
13050 - Library Aide/Clerk	9.11	
13054 - Library Information Technology Systems Administrator	20.67	
13058 - Library Technician	13.73	
13061 - Media Specialist I	15.31	
13062 - Media Specialist II	17.18	
13063 - Media Specialist III	19.07	
13071 - Photographer I	15.88	
13072 - Photographer II	17.63	
13073 - Photographer III	21.70	
13074 - Photographer IV	24.30	
13075 - Photographer V	29.39	
13110 - Video Teleconference Technician	18.57	
14000 - Information Technology Occupations		
14041 - Computer Operator I	14.98	
14042 - Computer Operator II	16.76	
14043 - Computer Operator III	19.12	
14044 - Computer Operator IV	21.26	
14045 - Computer Operator V	24.34	
14071 - Computer Programmer I	(see 1)	22.41

14072 - Computer Programmer II	(see 1)	26.14
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.98
14160 - Personal Computer Support Technician		21.52
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.62
15020 - Aircrew Training Devices Instructor (Rated)		33.39
15030 - Air Crew Training Devices Instructor (Pilot)		40.05
15050 - Computer Based Training Specialist / Instructor		27.62
15060 - Educational Technologist		25.93
15070 - Flight Instructor (Pilot)		40.05
15080 - Graphic Artist		22.41
15090 - Technical Instructor		18.61
15095 - Technical Instructor/Course Developer		25.06
15110 - Test Proctor		15.01
15120 - Tutor		15.01
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		8.80
16030 - Counter Attendant		8.80
16040 - Dry Cleaner		10.58
16070 - Finisher, Flatwork, Machine		8.80
16090 - Presser, Hand		8.80
16110 - Presser, Machine, Drycleaning		8.80
16130 - Presser, Machine, Shirts		8.80
16160 - Presser, Machine, Wearing Apparel, Laundry		8.80
16190 - Sewing Machine Operator		11.15
16220 - Tailor		11.73
16250 - Washer, Machine		9.39
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.95
19040 - Tool And Die Maker		24.09
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.21
21030 - Material Coordinator		21.06
21040 - Material Expediter		21.06
21050 - Material Handling Laborer		10.90
21071 - Order Filler		11.53
21080 - Production Line Worker (Food Processing)		14.21
21110 - Shipping Packer		13.14
21130 - Shipping/Receiving Clerk		13.14
21140 - Store Worker I		8.78
21150 - Stock Clerk		13.78
21210 - Tools And Parts Attendant		14.21
21410 - Warehouse Specialist		14.21
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		24.01
23021 - Aircraft Mechanic I		22.48
23022 - Aircraft Mechanic II		24.01
23023 - Aircraft Mechanic III		25.31
23040 - Aircraft Mechanic Helper		16.62

23050 - Aircraft, Painter	20.56
23060 - Aircraft Servicer	18.79
23080 - Aircraft Worker	20.11
23110 - Appliance Mechanic	14.70
23120 - Bicycle Repairer	10.94
23125 - Cable Splicer	21.67
23130 - Carpenter, Maintenance	16.70
23140 - Carpet Layer	17.16
23160 - Electrician, Maintenance	21.52
23181 - Electronics Technician Maintenance I	25.16
23182 - Electronics Technician Maintenance II	27.32
23183 - Electronics Technician Maintenance III	29.47
23260 - Fabric Worker	15.70
23290 - Fire Alarm System Mechanic	18.76
23310 - Fire Extinguisher Repairer	14.23
23311 - Fuel Distribution System Mechanic	21.10
23312 - Fuel Distribution System Operator	16.38
23370 - General Maintenance Worker	15.10
23380 - Ground Support Equipment Mechanic	22.48
23381 - Ground Support Equipment Servicer	18.79
23382 - Ground Support Equipment Worker	20.11
23391 - Gunsmith I	14.23
23392 - Gunsmith II	17.16
23393 - Gunsmith III	20.11
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.25
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.26
23430 - Heavy Equipment Mechanic	19.48
23440 - Heavy Equipment Operator	17.25
23460 - Instrument Mechanic	27.47
23465 - Laboratory/Shelter Mechanic	18.64
23470 - Laborer	10.90
23510 - Locksmith	18.64
23530 - Machinery Maintenance Mechanic	22.60
23550 - Machinist, Maintenance	21.25
23580 - Maintenance Trades Helper	12.56
23591 - Metrology Technician I	27.47
23592 - Metrology Technician II	29.34
23593 - Metrology Technician III	30.82
23640 - Millwright	20.11
23710 - Office Appliance Repairer	19.21
23760 - Painter, Maintenance	15.94
23790 - Pipefitter, Maintenance	22.03
23810 - Plumber, Maintenance	20.60
23820 - Pneudraulic Systems Mechanic	20.11
23850 - Rigger	20.11
23870 - Scale Mechanic	17.16
23890 - Sheet-Metal Worker, Maintenance	19.22
23910 - Small Engine Mechanic	15.07
23931 - Telecommunications Mechanic I	24.06
23932 - Telecommunications Mechanic II	25.71
23950 - Telephone Lineman	21.26
23960 - Welder, Combination, Maintenance	18.39

23965 - Well Driller	19.77	
23970 - Woodcraft Worker	20.11	
23980 - Woodworker	16.61	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	10.31	
24580 - Child Care Center Clerk	14.77	
24610 - Chore Aide	9.40	
24620 - Family Readiness And Support Services Coordinator		13.49
24630 - Homemaker	17.49	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	19.77	
25040 - Sewage Plant Operator	18.32	
25070 - Stationary Engineer	19.77	
25190 - Ventilation Equipment Tender	12.56	
25210 - Water Treatment Plant Operator	17.38	
27000 - Protective Service Occupations		
27004 - Alarm Monitor	13.86	
27007 - Baggage Inspector	11.23	
27008 - Corrections Officer	15.36	
27010 - Court Security Officer	16.86	
27030 - Detection Dog Handler	13.16	
27040 - Detention Officer	15.36	
27070 - Firefighter	16.86	
27101 - Guard I	11.23	
27102 - Guard II	12.56	
27131 - Police Officer I	18.47	
27132 - Police Officer II	20.52	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	13.55	
28042 - Carnival Equipment Repairer	14.77	
28043 - Carnival Equipment Worker	9.34	
28210 - Gate Attendant/Gate Tender	13.59	
28310 - Lifeguard	11.34	
28350 - Park Attendant (Aide)	15.21	
28510 - Recreation Aide/Health Facility Attendant		11.10
28515 - Recreation Specialist	18.06	
28630 - Sports Official	12.11	
28690 - Swimming Pool Operator	18.36	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	20.42	
29020 - Hatch Tender	20.42	
29030 - Line Handler	20.42	
29041 - Stevedore I	19.04	
29042 - Stevedore II	22.17	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77	
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66	
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16	
30021 - Archeological Technician I	17.39	
30022 - Archeological Technician II	19.50	
30023 - Archeological Technician III	23.87	
30030 - Cartographic Technician	24.17	
30040 - Civil Engineering Technician	24.00	

30061 - Drafter/CAD Operator I	17.39
30062 - Drafter/CAD Operator II	19.50
30063 - Drafter/CAD Operator III	21.75
30064 - Drafter/CAD Operator IV	25.91
30081 - Engineering Technician I	15.18
30082 - Engineering Technician II	17.03
30083 - Engineering Technician III	19.05
30084 - Engineering Technician IV	23.61
30085 - Engineering Technician V	28.88
30086 - Engineering Technician VI	34.94
30090 - Environmental Technician	20.36
30210 - Laboratory Technician	22.61
30240 - Mathematical Technician	24.17
30361 - Paralegal/Legal Assistant I	15.40
30362 - Paralegal/Legal Assistant II	19.08
30363 - Paralegal/Legal Assistant III	23.34
30364 - Paralegal/Legal Assistant IV	28.24
30390 - Photo-Optics Technician	24.17
30461 - Technical Writer I	21.22
30462 - Technical Writer II	25.96
30463 - Technical Writer III	31.40
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.75
30621 - Weather Observer, Senior	(see 2) 24.17
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.73
31030 - Bus Driver	17.17
31043 - Driver Courier	13.34
31260 - Parking and Lot Attendant	9.72
31290 - Shuttle Bus Driver	13.56
31310 - Taxi Driver	10.53
31361 - Truckdriver, Light	13.56
31362 - Truckdriver, Medium	16.66
31363 - Truckdriver, Heavy	18.93
31364 - Truckdriver, Tractor-Trailer	18.93
99000 - Miscellaneous Occupations	
99030 - Cashier	9.11
99050 - Desk Clerk	9.14
99095 - Embalmer	23.74
99251 - Laboratory Animal Caretaker I	11.13
99252 - Laboratory Animal Caretaker II	12.42
99310 - Mortician	23.75
99410 - Pest Controller	17.07
99510 - Photofinishing Worker	12.14
99710 - Recycling Laborer	12.03
99711 - Recycling Specialist	15.57
99730 - Refuse Collector	10.99
99810 - Sales Clerk	11.98
99820 - School Crossing Guard	10.28

99830 - Survey Party Chief	19.48
99831 - Surveying Aide	17.72
99832 - Surveying Technician	17.87
99840 - Vending Machine Attendant	11.72
99841 - Vending Machine Repairer	14.59
99842 - Vending Machine Repairer Helper	10.51

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees

who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an

adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.